

## MASTER SERVICES AGREEMENT

This Master Services Agreement is made and entered into by and between **J.P. MORGAN RETIREMENT PLAN SERVICES LLC** (“JPMorgan RPS”), and \_\_\_\_\_ (“Plan Sponsor”), and shall be effective as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date.”).

WHEREAS, JPMorgan RPS provides recordkeeping, administrative, actuarial and other services to plan sponsors and plan administrators with respect to employee benefit plans and other compensation programs and arrangements; and

WHEREAS, Plan Sponsor maintains the Plan or Plans described in Section 1 below and on behalf of itself, as Plan Sponsor, and on behalf of the Plan Administrator of the Plan, has the authority to appoint agents and service providers for the Plan; and

WHEREAS, the Plan Sponsor now desires to retain JPMorgan RPS to provide services with respect to the Plan as more fully described in this Agreement (including the Schedules and Exhibits hereto), and JPMorgan RPS agrees to perform such services and duties, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these covenants and the mutual representations and agreements contained herein, JPMorgan RPS and Plan Sponsor hereby agree as follows:

### 1. DEFINITIONS

“Agreement” means this Master Services Agreement, including the service and fee schedules (“Schedules”) and any exhibits (“Exhibits”) that are attached hereto as of the Effective Date or that are subsequently signed by the parties and reference this Agreement.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Effective Date” shall mean, with respect to this Agreement, the date first set forth above upon which this Agreement becomes binding and enforceable, and with reference to any particular Schedule, the date set forth in such Schedule.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“Losses” is defined at subsection 8(b).

“Participant” shall mean an employee, participant, former participant, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under any Plan.

“Plan” shall mean the employee benefit plan or plans or other compensation programs or arrangements maintained by Plan Sponsor as listed in Exhibit 1 (as the same may be amended by the parties from time to time), and/or separately identified in any Schedule. If more than one Plan is covered by this Agreement, any references herein to the Plan shall mean each of the Plans, unless the context requires otherwise.

“Plan Administrator” shall mean the “administrator” of the Plan as that term is defined under Section 3(16)(A) of ERISA and Section 414(g) of the Code, or such comparable person responsible for the administration of the Plan in the event the Plan is not subject to such ERISA or Code provisions.

“Plan Sponsor” shall mean the entity identified in the opening paragraph of this Agreement.

## 2. SCOPE OF SERVICES PROVIDED BY JPMORGAN RPS

(a) This Agreement sets forth the terms and conditions pursuant to which JPMorgan RPS agrees to provide services with respect to the Plan pursuant to a Schedule. The terms and conditions of this Agreement shall be deemed to be incorporated by reference into each and every Schedule, without regard to an express reference therein. Plan Sponsor hereby appoints JPMorgan RPS as agent to perform the ministerial services and functions described in this Agreement and any applicable Schedule. It is agreed that the authority and responsibility of JPMorgan RPS as agent shall extend only to the performance of those specific services and functions that are identified in this Agreement and any Schedule. It is further agreed that the responsibility for any Plan-related services and functions not identified in this Agreement or a Schedule are retained by the Plan Sponsor and/or Plan Administrator. To the extent directed by Plan Sponsor or Plan Administrator, JPMorgan RPS shall act as agent for the Plan Sponsor and/or Plan Administrator for purposes of transmitting and receiving indicative Participant and Plan data to and from other designated service providers that Plan Sponsor or Plan Administrator have retained with respect to the Plan.

(b) The parties specifically agree that no provision of this Agreement or any Schedule will require JPMorgan RPS to: (i) act as a fiduciary with respect to any Plan, (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or discretionary control with respect to the management of any Plan or any assets of any Plan; or (iv) have or exercise any discretionary authority or responsibility in the administration of any Plan. JPMorgan RPS has no discretion to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan. Plan Sponsor acknowledges that JPMorgan RPS does not provide tax or legal advice, and that Plan Sponsor must obtain its own legal and tax counsel for advice on the plan document and any tax or legal issues pertaining to design, implementation or operation of the Plan.

## 3. RESPONSIBILITIES OF PLAN SPONSOR

(a) Plan Sponsor or its designated agents shall be responsible for providing to JPMorgan RPS accurate data and information necessary to enable JPMorgan RPS to perform the services required under this Agreement, including, but not limited to, the information, materials, instructions or other data referenced in any Schedules, in such form and at such time as the parties mutually agree. JPMorgan RPS reserves the right to reject or return any documents, materials, or information that are unreadable, contaminated, or which JPMorgan RPS is otherwise unable to process. Plan Sponsor acknowledges that timely receipt of appropriate information is a prerequisite to the performance of JPMorgan RPS’s duties, and JPMorgan RPS shall not be liable for any delay or failure in the performance of its obligations (including delays in completing required tests and submissions) in the event Plan Sponsor fails to comply with information submission deadlines established from time to time by JPMorgan RPS.

(b) Plan Sponsor shall provide to JPMorgan RPS the names and signatures of those persons authorized to sign documents and provide instructions and direction on behalf of Plan Sponsor or Plan Administrator with respect to the Plan. Such authorization shall remain in effect until a reasonable period of time after JPMorgan RPS has received notification to the contrary. JPMorgan RPS shall be entitled to rely upon and act upon any instructions received (including instructions received by electronic means or other medium acceptable to JPMorgan RPS and permitted under applicable law or regulation) from any person JPMorgan RPS reasonably believes to be so authorized to provide such instruction. If multiple authorized persons are named by Plan Sponsor, JPMorgan RPS shall be entitled to rely on the signature of only one such authorized person. JPMorgan RPS shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

(c) Plan Sponsor or Plan Administrator shall make all discretionary decisions with respect to the administration of the Plan and shall direct JPMorgan RPS in accordance with such decisions.

(d) Plan Sponsor shall be responsible for maintaining the Plan's documents and, where applicable, ensuring that the Plan is qualified under section 401(a) of the Code and its related trust is tax-exempt under section 501(a) of the Code. Plan Sponsor shall provide to JPMorgan RPS fully executed copies of the documents by which the Plan (and any associated trust) are established and shall promptly provide to JPMorgan RPS copies of any Plan or trust amendments that may affect the services required to be provided under this Agreement.

(e) Plan Sponsor shall be solely responsible for ensuring that contributions to the Plan are transmitted in a timely manner and within the time prescribed by applicable law.

#### 4. AGENTS AND SUBCONTRACTORS

JPMorgan RPS may perform any of the services required of it under this Agreement through affiliates, agents and/or subcontractors selected by it. JPMorgan RPS's use of affiliates, agents or subcontractors shall not limit the rights of JPMorgan RPS or relieve it of any of its duties or liabilities hereunder.

#### 5. FEES AND CHARGES

(a) JPMorgan RPS shall be entitled to compensation for the services it provides in accordance with the fee provisions set forth in the applicable Schedule. Fees shall be deducted from the Plan's trust or other funding vehicle, charged to Participant's accounts, or invoiced to the Plan Sponsor as elected in the applicable Schedule. Plan Sponsor shall be responsible for determining that fees paid from Plan assets are reasonable expenses of administering the Plan. Unless otherwise specified in the applicable Schedule, all fees and charges shall be billed in arrears on a quarterly basis. All invoiced fees shall be due immediately upon receipt. In the event fees billed directly to Plan Sponsor are not paid within 60 days after date of invoice, JPMorgan RPS shall be deemed to have received Plan Sponsor's direction for such fees to be paid first from any available Plan forfeitures, and as necessary, to be assessed (i) in the case of an account balance Plan, directly against Participant accounts on a per capita basis, and (ii) in the case of a nonaccount balance or other Plan, directly against the Plan's trust or other funding vehicle.

(b) Unless provided otherwise in the fee section of the applicable Schedule, JPMorgan RPS fees shall remain in effect for \_\_\_\_\_ years from the Effective Date of such Schedule, provided,

however, that such fees may be adjusted at any time by JPMorgan RPS upon written notice to Plan Sponsor in the event that: (i) Plan Sponsor elects to utilize different or additional services during such period; (ii) Plan Sponsor changes any investment funds utilized by the Plan that provide service fees to JPMorgan RPS, if applicable; (iii) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff resulting in a material decrease in JPMorgan RPS' revenue or requiring JPMorgan RPS to perform additional services; or (iv) there is a material change in the service fees received by JPMorgan RPS from any investment funds utilized by the Plan, if applicable.

(c) As part of its compensation, Plan Sponsor acknowledges that in addition to those fees charged directly by JPMorgan RPS for its services, JPMorgan RPS may receive fees and ancillary benefits from affiliates and outside sources in connection with the services it performs on behalf of the Plan and its Participants. Such fees and benefits may include, but are not limited to, servicing fees relating to investment funds utilized by the Plan. Where applicable, such fund-related service fees shall be described in the fee provisions of the Schedule. JPMorgan RPS shall retain such fees for itself as payment for administrative and shareholder services specifically related to such investment funds. Plan Sponsor acknowledges that such fees may change without notice upon unilateral action taken by the investment fund. JPMorgan RPS shall provide, no less frequently than annually, an update of the rate of such fees.

(d) In the event circumstances require or Plan Sponsor requests that JPMorgan RPS provide additional or extraordinary services, including, but not limited to, correcting prior service provider errors, data clean-up, multiple iterations of testing, excessive refunds, or error corrections caused by Plan Sponsor, Plan Administrator or third parties, JPMorgan RPS reserves the right to inform Plan Sponsor that such extraordinary services may involve additional fees, at then-current hourly rates. JPMorgan RPS will provide advance notice to the Plan Sponsor before providing such additional or extraordinary services, whereupon the Plan Sponsor may approve or decline such services. If such additional or extraordinary services are provided, JPMorgan RPS will assess the fees against Plan Sponsor or the Plan, as directed by the Plan Sponsor and subject to the provisions of subsection 5(a).

## 6. ERROR CORRECTION

In the event of a material error in the performance of services by JPMorgan RPS hereunder, JPMorgan RPS will within a reasonable time after being notified of, or discovering, such error, notify Plan Sponsor and take commercially reasonable steps to correct such error in a mutually acceptable manner. So long as JPMorgan RPS make such correction, it shall be the exclusive remedy of Plan Sponsor, Plan Administrator and Plan Participants with respect to such errors and JPMorgan RPS shall not be liable to any person or entity for damages of any kind as a result of any such errors. In the event an error occurs due to errors or omission by Plan Sponsor, Plan Administrator or any third party, JPMorgan RPS shall cooperate with Plan Administrator and such third party to correct the error as soon as practicable and in a mutually acceptable manner. To the extent JPMorgan RPS is not responsible for an error, it reserves the right to charge Plan Sponsor for reasonable time and expenses associated with correcting such error.

## 7. DATA SECURITY AND CONFIDENTIALITY

(a) In connection with its performance of services, JPMorgan RPS will receive and transmit data and information regarding Plan Sponsor, the Plan and the Plan's Participants.

JPMorgan RPS will maintain confidentiality and security features consistent with then commercially reasonable industry standards appropriate to protect Plan Sponsor, Plan, and Participant data and information on JPMorgan RPS-controlled web sites, transmission infrastructure, systems, voice response unit, personal access codes, data retrieval and storage, and with respect to all other functions necessary to perform the services.

(b) Plan Sponsor and JPMorgan RPS each agree to take all reasonable precautions (including, without limitation, those precautions taken to protect its own confidential information), to prevent disclosing to any third party, except as provided herein or to an affiliate, agent or subcontractor who performs services on behalf of JPMorgan RPS or Plan Sponsor and who is under a similar obligation of confidentiality, any and all information furnished by the other pursuant to this Agreement. Such information may include, but is not limited to, all information regarding indicative Participant and Plan data, systems and related software, web sites, programming techniques, documentation and training materials. This paragraph shall not apply: (i) to information requested by providers of investment funds utilized under the Plan in order to comply with trading limitations, redemption fees, or other similar restrictions, (ii) to affiliates of JPMorgan RPS in connection with offering products and services authorized by Plan Sponsor, (iii) as required by applicable law, legal subpoena, or other lawful process, or (iv) as permitted by Plan Sponsor in writing.

(c) Except as provided in this paragraph, JPMorgan RPS agrees that it will not use Plan Sponsor's name for any purpose without the written authorization of Plan Sponsor. Plan Sponsor hereby grants JPMorgan RPS the right to use Plan Sponsor's name as a contact reference, and to identify Plan Sponsor by name, trademark, logo or other identifying marks in JPMorgan RPS's list of representative clients in RFP responses and sales and marketing materials.

## 8. LIABILITY AND INDEMNIFICATION

(a) In performing its duties hereunder, JPMorgan RPS shall perform its obligations in a manner consistent with generally accepted industry standards for performance of similar services and shall exercise due care and diligence and act in good faith. JPMorgan RPS shall not be liable to the Plan or its Participants or to any other party for or on account of any act or omission of Plan Sponsor or Plan Administrator in the performance of their duties under this Agreement, including, without limitation, the calculation of benefits or processing of transactions based upon inaccurate or incomplete data provided by Plan Sponsor, Plan Administrator, or any third party.

(b) Plan Sponsor shall indemnify, defend and hold harmless JPMorgan RPS and its parents, subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (each a "JPMorgan Indemnitee") against any losses, claims, damages, liabilities, costs and expenses, including, without limitation, reasonable legal fees and expenses, and the aggregate amount paid in settlement of any actions, suits, proceedings, or claims or threats thereof (collectively, "Losses"), actually and reasonably incurred by or imposed on such JPMorgan Indemnitee which arise out of or result from JPMorgan RPS's performance of services under this Agreement; provided that Plan Sponsor shall have no duty to provide indemnification hereunder to the extent Losses arise out of or result from JPMorgan RPS's negligence or willful misconduct in its performance of services under this Agreement.

(c) Subject to the provisions of Section 6, JPMorgan RPS shall indemnify, defend and hold harmless Plan Sponsor and its parents, subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (each, a “Plan Sponsor Indemnitee”), against any Losses actually and reasonably incurred by or imposed on such Plan Sponsor Indemnitee to the extent arising out of or resulting from JPMorgan RPS’s negligence or willful misconduct in its performance of services under this Agreement.

(d) Notwithstanding the foregoing, Plan Sponsor shall indemnify and hold harmless each JPMorgan RPS Indemnitee, and JPMorgan RPS shall have no obligation to indemnify or hold harmless any Plan Sponsor Indemnitee, with respect to any Loss that results, in whole or in part, from (i) errors or omissions by a Plan representative or third party service provider, (ii) Plan Sponsor’s failure to provide accurate documents, material, information or data to JPMorgan RPS on a timely basis, (iii) services rendered for the Plan prior to the commencement of JPMorgan RPS’s services hereunder, and/or (iv) any of the events described in subsection 8(e).

(e) JPMorgan RPS shall not be liable for damages resulting from an interruption of any service provided under this Agreement or delayed or defective performance of such service arising out of war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts, exchange or market rulings, extraordinary market volatility or exchange conditions, disabling strikes or any other causes beyond its reasonable control. JPMorgan RPS shall maintain a reasonable disaster recovery plan and shall use its best efforts to resume services on a normal basis as soon as practicable.

(f) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JPMORGAN RPS OR ANY OF ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERMINATION

(a) This Agreement may be terminated at any time by Plan Sponsor or JPMorgan RPS, without penalty, upon giving the other party 90 days’ prior written notice. Upon termination and upon request by Plan Sponsor, JPMorgan RPS agrees to deliver to Plan Sponsor or its designee all files, documents, and records necessary for the continuing administration and record keeping of the Plan. If Plan Sponsor does not request that such files, documents, and records be delivered to Plan Sponsor at the time of termination, JPMorgan RPS will handle such documents in accordance with JPMorgan RPS’ document retention policy in effect as of the date of the termination.

(b) In the event that Plan Sponsor terminates this Agreement prior to \_\_\_\_\_, 20\_\_\_\_ for any reason other than material breach of this Agreement by JPMorgan RPS, as compensation for JPMorgan RPS’ un-recouped start-up costs with respect to the Plan, Plan Sponsor agrees to pay an early termination fee in accordance with the following schedule:

<b>Termination Date on or before:</b>	<b>Early Termination Fee:</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____

(c) If applicable, the early termination fee derived from the above schedule shall be paid by Plan Sponsor to JPMorgan RPS in one lump sum on or before the date that JPMorgan RPS provides final data and records to Plan Sponsor or its designee. Upon request by Plan Sponsor, JPMorgan RPS shall provide reasonable documentation evidencing its start-up costs.

## 10. INTELLECTUAL PROPERTY RIGHTS

All rights in the services provided and systems and procedures used by JPMorgan RPS, including patent, copyright, trademark, trade secret, software and any other intellectual property or proprietary rights associated with JPMorgan RPS's services, are the exclusive property of JPMorgan RPS, its licensors and/or subcontractors. Nothing in this Agreement, by implication or otherwise, grants Plan Sponsor any right or license to use any trademark or service mark of JPMorgan RPS, or grants Plan Sponsor any right or license to use any software, technology or other intellectual property other than as provided by JPMorgan RPS in order to enable Plan Sponsor and Plan Administrator to receive and use JPMorgan RPS services in accordance with this Agreement. Plan Sponsor and Plan Administrator shall not, and shall not enable third parties to, reproduce, modify, create derivative works of, or distribute any or all of JPMorgan RPS services or reverse engineer any of the software or other technology related thereto. Any reports, communications or other deliverables prepared using Plan Sponsor, Plan and/or Participant data will become the property of Plan Administrator, provided, however, that JPMorgan RPS shall remain the owner of any underlying templates, programs, systems or procedures used to create such reports, communications or deliverables.

## 11. BONDING AND INSURANCE

JPMorgan RPS represents that it shall at all times maintains errors and omissions and other appropriate insurance coverage in amounts sufficient to satisfy all obligations of JPMorgan RPS that could arise under this Agreement.

## 12. SAS 70 AUDIT

Each year the Plan Sponsor shall be provided with a copy of the applicable review performed under the "Statement on Auditing Standards No. 70, *Reports on the Processing of Transaction by Services Organizations* of the American Institute of Certified Public Accountants" ("SAS 70 Audit") by external auditors concerning JPMorgan RPS's services provided hereunder.

## 13. NOTICES

Notices or other communications required to be given pursuant to this Agreement shall be hand delivered, sent by overnight delivery, or mailed by first class mail, postage prepaid, addressed as follows (or to such other address as a party designates in writing from time to time):

a) **To JPMorgan RPS:**

Retirement Plan Services Recordkeeping Department  
J.P. Morgan Retirement Plan Services LLC

9300 Ward Parkway  
Kansas City, Missouri 64114

**with a copy to:**

Karen F. Prange (or her successor)  
Vice President & Assistant General Counsel  
J.P. Morgan Retirement Plan Services LLC  
P.O. Box 413961  
Kansas City, Missouri 64141-3961

b) **To Plan Sponsor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**with a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces all prior agreements, discussions, course of conduct or representations of the parties. This Agreement may be amended at any time by written agreement between both parties. JPMorgan RPS reserves the right to unilaterally amend the Agreement or any Schedule in order to comply with applicable laws, to enhance services, and to update procedures as permitted under this Agreement.

15. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

16. SURVIVAL

The terms of the following Sections of this Agreement shall survive the termination of this Agreement: Section 6 (Error Correction), Section 7 (Data Security and Confidentiality), Section 8 (Liability and Indemnification), and Section 10 (Intellectual Property Rights).

17. HEADINGS; DEFINED TERMS; COUNTERPARTS

Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purpose of this Agreement including any Schedules. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be on instrument.

18. ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon both parties and their respective successors and permitted assigns.

19. GOVERNING LAW; WAIVER OF JURY TRIAL

To the extent not governed by federal law, this Agreement shall be governed by and construed according to the Laws of the State of Missouri, without any reference to such State's conflicts of laws principles. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**J.P. MORGAN RETIREMENT PLAN SERVICES LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLAN SPONSOR: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**

**List of Plans**

Qualified Defined Contribution Plans

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualified Defined Benefit Plans

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nonqualified Plans

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Plans, Programs and Arrangements

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT 2

### TRUSTEE INFORMATION, AUTHORIZED SIGNERS AND PLAN SPONSOR CERTIFICATION

#### 1. TRUSTEE INFORMATION

(Please print)

Check here if JPMorgan Chase Bank, N.A. is Trustee

JPMorgan Chase Bank, N.A.

Trustee (or custodian for 403(b) plans)

One Chase Manhattan Plaza, 19<sup>th</sup> Floor; Attn: Investor Services,

Address of trustee or custodian

New York

NY

10005-1401-

City

State

Zip

Investor Services - James Bartley

Contact Person

(212) 552-2888

(212) 552-0242

Telephone Number

Fax Number

Check here if other Trustee(s) and provide Trustee name and address information below

Trustee (or custodian for 403(b) plans)

Address of trustee or custodian

City

State

Zip

Contact Person

Telephone Number

Fax Number

## 2. AUTHORIZED INDIVIDUALS AND CHANGE REQUESTS

Plan Sponsor certifies in Section 3 below that the following individuals hold the positions set forth opposite their respective names, that their signatures as set forth below are genuine, and that these are the only individuals authorized to sign documents and provide instructions and direction on behalf of the Plan Sponsor to JPMorgan RPS with respect to the Plan and its trust (and, if applicable, including documents and instructions required to be provided in connection with investment funds utilized by the Plan) . JPMorgan RPS and its affiliates, agents, and subcontractors and their successors, directors, officers and employees, and any investment fund with whom they are required to communicate on behalf of the Plan, may rely on the authority of the above-named individuals until receipt of written notification to the contrary.

Plan Sponsor agrees that JPMorgan RPS may rely on the information and representations provided in this Exhibit until it receives actual written notice of any change therein. The parties shall mutually agree as to the effective date of any change to such representations or information.

Unless you receive written notification from us to the contrary, you may assume that only one signature of the individuals authorized in this Section 2 is required to effect direction provided with regard to the Plan or trust.

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## 3. PLAN SPONSOR CERTIFICATIONS

*(Read these statements carefully before signing.)*

I (We) certify, under penalties of perjury, by signing this Agreement, that:

- The correct tax identification number of the trust or custodian bank is \_\_\_\_\_.
- The Plan Sponsor is **NOT** currently under IRS notification that part of its dividend and interest income is to be withheld as a result of its failure to report all dividend and interest income on its income tax return, i.e., backup withholding. *(Strike the word "NOT" if you have received IRS notification.)*
- The trust account established for the Plan is **exempt** from taxation under IRS Code Section 501(a) and therefore exempt from backup withholding and information reporting. *(Strike this statement if the trust account is not exempt or is subject to backup withholding.)*
- The undersigned has the authority to designate the authorized individual(s) named in Section 2 of this Exhibit.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

Signature